

NOTICE  
REQUEST FOR PROPOSALS FOR  
BUILDING INSPECTION VENDOR OF RECORD AGREEMENT

The City of Manistee will be accepting proposals for a Building Inspection Vendor of Record. A copy of the Proposal Form and Specifications are available at the Office of the City Clerk, 70 Maple Street, Manistee, MI 49660 or on the City's website at [www.manisteemi.gov](http://www.manisteemi.gov). The City of Manistee reserves the right to waive any irregularities in the proposals and the right to reject any and all proposals. Sealed proposals marked "Building Inspection Proposal" shall be submitted to the Office of the City Clerk, City Hall, 70 Maple Street, Manistee, MI 49660 by 4 p.m. on Monday, December 8, 2014. All inquiries about the RFP should be directed to City Manager Mitchell Deisch at 231-398-2801.

Run Ad Three Days:

Friday, November 21, Saturday, November 22 and Monday, November 24, 2014

Box Ad - Classified Ads

No affidavit necessary



## **REQUEST FOR PROPOSALS BUILDING INSPECTION VENDOR OF RECORD**

You are hereby invited to submit qualifications for possible services as the Building Inspection Provider of Record for the City of Manistee.

Primary determinants will include the qualification of the service contract and references for similar work by the contractor.

Interested firms / individuals should submit the attached proposal form and include the following information:

- The resumes of key personnel who would be assigned for Building Inspection responsibilities.
- Provide any additional information that you believe would be useful to City Administration and City Council as they review the qualifications.

Selection criteria will include, but not be limited to those items previously listed as well as the following:

1. Holding weekly office hours in City Hall for contractors and residents to talk to the Building Inspector. Office hours will be at a minimum four hours per week.
2. Provide a cell phone number that can be given out to all contacts (residents and contractor who need to contact the Building Inspector).
3. Be available within 48 hours to perform building inspections or re-inspections.
4. Building Inspector will receive \_\_\_\_% of all building permit fees generated. The Independent Contractor will on a monthly basis submit all reports on building permit fees generated. The City will on a monthly basis will pay the Building Inspector for \_\_\_\_% of all fees received. The Independent Contractor will create the monthly report satisfactory to the City.
5. Independent Contractor will submit copies of all permits to the City.
6. Independent Contractor will work closely with the Planning & Zoning Administrator to ensure all required zoning permits are received prior to any building permits being issued.

All information submitted or otherwise known by the City of Manistee may be considered. Selection is subjective and at the sole discretion of the City of Manistee. The City of Manistee reserves the right to reject any and all proposals, to waive informalities or to award to the firm which in its judgment will be in the City's best interest. A contract for services will be negotiated with the selected firm or individual.

The attached proposal form must be received by the City Manager's Office, 70 Maple Street, Manistee MI 49660 not later than \_\_\_\_\_ on \_\_\_\_\_, November \_\_\_\_\_, 2014. Submission should be clearly marked "Building Inspection Proposal" on the lower left of the envelope. Individual firms may be selected to meet and discuss the RFQ in greater detail.

Any questions or comments should be referred to Mitchell D. Deisch, City Manager at the above address, by calling 231-398-2801, or by email at [mdeisch@manisteemi.gov](mailto:mdeisch@manisteemi.gov).

## PROPOSAL FORM

City of Manistee  
Mitchell D. Deisch, City Manager  
70 Maple Street  
Manistee MI 49660

The undersigned Independent Contractor has reviewed the specifications for the “Building Inspector Provider of Record” and hereby states that they will provide all necessary labor, equipment, tools and materials to perform the work specifically described on attachments for the following costs:

<b>Name of Business</b>	
<b>Name of Authorized Representative</b>	
<b>Signature of Authorized Representative</b>	
<b>Address</b>	
<b>Phone Number</b>	
<b>Cell Phone Number</b>	
<b>Email Address</b>	

<b>Provide Licenses and License Numbers.</b>	
<b>Provide relevant credentials you believe especially qualify your firm for the contract.</b>	
<b>Please address staff levels and ability to always provide timely service.</b>	
<b>Provide examples of similar service experience; governmental or commercial.</b>	
<b>Explain how you meet the selected criteria.</b>	

**PROPOSAL:**

%	Percentage of building permit fees to be provided to the Independent Contractor of Record.
%	Percentage of plan review fee.
\$	Hourly rate for any requested work outside of building permits or plan review.*

\*Weekly hours to be included in the percent (%) fee and not charged on an hourly rate.

**REFERENCES:**

NAME	PHONE NUMBER

## **DRAFT**

# **CONTRACT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES**

### **RECITALS**

1. The City of Manistee (City) administers the State of Michigan Building Code through its Manager's Office.
2. \_\_\_\_\_, Independent Contractor, represents himself/herself to the City as an individual who is a registered Building Inspector and Plan Reviewer pursuant to Section 12(2) of Public Act 54 of 1986.
3. Independent Contractor represents that he/she is willing and able to comply with the requirements of the State of Michigan, including any license and registration schedules of the State, to maintain their status as a registered Building Inspector and Plan Reviewer during the term of this contract.
4. The City wants to retain the services of the Independent Contractor on an independent contractual basis to do building inspections and plan reviews, to enforce the applicable Building Code and state statutes, and to provide other technical assistance as requested by the City or offered by the Independent Contractor in the satisfaction of the parties' obligation to enforce the Building Code and state statute.

### **TERMS**

5. **Duties** - Independent Contractor agrees to perform the following duties in a timely and professional manner:
  - a. Inspect all work for building permits issued by the City.
  - b. Review building plans where necessary to advise the City acting through its various departments and agencies.
  - c. Provide technical assistance to the Planning and Zoning Office, as requested.
  - d. Oversee building code and statutory compliance in the City's best interests.
  - e. Attend all administrative and court hearings and other public meetings necessary for building code and statutory enforcement.
  - f. Perform additional work incidental to building code and statutory compliance as requested by the City, including, but not limited to, enforcing the Property Maintenance Code, as it relates to structural issues.
  - g. Return phone calls to permit holders and general contractors in a timely, professional manner. Calls should be returned within 24 hours of receiving the call.
  - h. Carry a cellular phone to be kept operational during business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.) and provide a phone number that can be given out to permit holders for contact during business hours. Maintain office hours at City Hall every Monday and Wednesday from 10:00 a.m. – 12:00 p.m.

- i. Arrange for the temporary coverage of building inspections by a registered Building Inspector in the event that the Independent Contractor is unavailable for any reason for more than three (four or more) consecutive business days and a request for an inspection has been made. Independent Contractor will be responsible for all costs associated with paying the Acting Independent Contractor.
  - j. Perform inspections within 3 consecutive business days of a requested inspection (including Friday). Communication with the permit holder is required if more than 3 days are needed before the inspection can be completed.
  - k. If the Independent Contractor will be unavailable for more than three (four or more) days, a message shall be programmed on the Independent Contractor's voice mailbox stating the expected date of return and instructions for obtaining an inspection, which may include contacting the State of Michigan Building Inspector to arrange for an inspection.
  - l. Provide a monthly progress report to the City. The City will create the monthly progress report template to be used by the Independent Contractor.
6. **Amount of Work** – The amount of work to be performed under this agreement is strictly dependent on the number of building permits. The City is not required to maintain any fixed level of work for the Independent Contractor, and the City is making no representation or guarantee that the City will refer any specific number of inspections to the Independent Contractor.
7. **Compensation** – In consideration for the Independent Contractor performing the duties specified in Paragraph 5, the City agrees to pay the Independent Contractor:
- a. \_\_\_\_\_ percent (\_\_\_\_%) of fees collected for building permits issued after the effective date of this agreement.
  - b. \_\_\_\_\_ percent (\_\_\_\_%) of the fees collected for plan reviews on plans submitted after the effective date of this agreement.
  - c. \_\_\_\_\_ percent (\_\_\_\_%) of fees collected on building permits already in existence as of the effective date of this agreement. For multi-unit projects, such as condominium projects, the building permit fee for each unit shall be determined by taking \_\_\_\_\_ percent (\_\_\_\_%) of the total building permit fee and dividing this figure by the number of individual units.
  - d. A minimum of one hour of pay at an hourly rate of \$\_\_\_\_\_ for work associated with enforcing the Property Maintenance Code.

It is further agreed that the City shall have no responsibility for withholding taxes or FICA contributions from the contract payments made to the Independent Contractor. Independent Contractor shall be solely responsible for payments to all taxing authorities resulting from its receipt of contract payments. Except as otherwise expressly stated herein, Independent Contractor shall not be entitled to, and City shall not furnish, any fringe benefits otherwise offered or furnished to City employees. Nothing contained in this agreement shall be construed to create a partnership or joint venture between the parties, or to authorize either the City or the Independent Contractor to act as a general or special agent of the other party.

8. **Materials and Labor** – Independent Contractor shall provide all labor, materials, and tools necessary to complete inspections and perform the duties specified in Paragraph 5. The City will provide Independent Contractor with stamps, office supplies, and printing costs. The City will maintain code books that are up to date at all times; and available to the Independent Contractor.
9. **Injuries and Insurance** – The City is not responsible for personal injuries or property damage incurred by the Independent Contractor in the performance of his duties, and the City is not providing insurance of any type to cover the costs related to any personal injury or property damage the Independent Contractor may suffer. The Independent Contractor shall provide, at its expense, a policy of general liability, automobile and workers compensation insurance listing the City as an additional insured in the amounts for the coverage described below.

WORKMEN'S COMPENSATION

Compensation	Statutory
Employer's Liability	\$100,000

CONTRACTORS PUBLIC LIABILITY & PROPERTY DAMAGE

Bodily Injury	Each Person	\$250,000
	Each Occurrence	\$500,000

Property Damage	Each Occurrence	\$100,000
	Aggregate	\$100,000

CONTRACTORS AUTOMOBILE LIABILITY

Bodily Injury	Each Person	\$250,000
	Each Occurrence	\$500,000

Property Damage	Each Occurrence	\$100,000
	Aggregate	\$100,000

EXCESS LIABILITY – UMBRELLA	\$1,000,000
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10. **Civil Claims** – The Independent Contractor shall indemnify, defend and hold harmless the City, its officials, agents and employees against any claims of whatever nature, (including attorneys and expert witness fees and costs), arising from any acts or omissions of the Independent Contractor.
11. **Term** – The term of this contract shall commence upon execution of this agreement and continue to December 30, 2017. This contract may be renewed for a two-year period upon terms acceptable to City and Independent Contractor.
12. **Termination** – Either party may terminate this contract for any reason or for no reason by giving the other party 30 days written notice of termination. Independent Contractor shall mail or deliver such a notice to the City of Manistee, Attn: City Manager, 70 Maple Street, Manistee, Michigan 49660. The City shall mail or deliver such a notice to the address on file for the Independent Contractor.



13. **Termination for Cause** – The City may terminate this contract immediately for good cause by oral or written notice to Independent Contractor if the Independent Contractor's Inspector's License expires or is suspended or revoked by the State of Michigan; if the Independent Contractor assigns or attempts to assign his rights under this contract; or if the Independent Contractor commits an act deemed by the City to be grossly negligent, willful, or wanton.
14. **Personal Services Contract** – This contract is for the personal services of the Independent Contractor and is entered into by the City in reliance on the Independent Contractor's skills, experience and status as a licensed building inspector. As such, it is not assignable by either party.

#### EXECUTION

14. **Date** – The parties are executing this contract on \_\_\_\_\_, 2014.

**CITY OF MANISTEE**

**INDEPENDENT CONTRACTOR**

\_\_\_\_\_  
Colleen Kenny, Mayor

\_\_\_\_\_  
Michelle Wright, City Clerk